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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

EDWARD RAY : DOCKET NO. 04-816
VS. : JUDGE TRIMBLE
GLOBAL INDUSTRIES, LTD., ET AL : MAGISTRATE JUDGE WILSON

MEMORANDUM RULING

Before the Court is a "Cross-Motion for Summary Judgment" (doc. #51) filed by defendants and Third-Party Plaintiffs, Global Industries Offshore, LLC and Global Industries, Ltd. ("Global") wherein the movers seek to have this Court render judgment in their favor and against Kevin Gros Consulting & Marine Services, Inc. ("Kevin Gros") pursuant to Rule 56 of the Federal Rules of Civil Procedure.

FACTUAL STATEMENT

The facts of this case are stated in the Memorandum Ruling (doc. #49) issued on February 8, 2006 and will not be restated herein.

LAW AND ANALYSIS

On February 8, 2006 this Court held that Kevin Gros was obligated to indemnify and defend Global for third-party claims asserted against Global. In so holding, we denied the motion for summary judgment filed by Kevin Gros. In response to our ruling, Global has filed the instant cross-motion for summary judgment. Global maintains and Kevin Gros admits that Global settled with Plaintiff, Edward Ray for the sum of \$45,000.00 and has incurred legal fees and expenses in the amount of \$27,645.60, exclusive of legal fees and expenses related to the prosecution of defense and

indemnity claims against Kevin Gros. Global further maintains and Kevin Gros admits that Global and Kevin Gros had previously agreed that this Court's ruling on Global's third party demand filed in the above captioned matter would also govern the disposition of identical contractual defense and indemnity claims asserted by Global against Kevin Gros in a related matter filed in the United States District Court for the Southern District of Texas, Galveston Division, captioned *Shawn Michael Stokes v. Global Industries, Ltd, et al* Civil Action No. G-04-099 (the "Texas Action"). Finally, Global maintains and Kevin Gros admits that in the Texas Action, Global settled with plaintiff, Shawn Michael Stokes and the intervenor, Gray Insurance Company, for \$260,000.00. Global also incurred legal fees and expenses of \$74,245.90, exclusive of legal fees and expenses related to the prosecution of defense and indemnity claims against Kevin Gros.

For the reasons set forth in this Court's prior Memorandum Ruling, dated February 8, 2006, there is no genuine issue of material fact for trial and Global is entitled to judgment as a matter of law against Kevin Gros for contractual defense and indemnity in the amount of **FOUR HUNDRED SIX THOUSAND EIGHT HUNDRED NINETY ONE AND 50/100 DOLLARS.**

CONCLUSION

For the reasons set forth above, the cross-motion for summary judgment filed by Global Industries, Ltd. and Global Industries Offshore, LLC will be granted.

THUS DONE AND SIGNED in Chambers at Lake Charles, Louisiana, this 12th day of April, 2006.



JAMES T. TRIMBLE, JR.
UNITED STATES DISTRICT JUDGE